



Hawaii Public Housing Authority
State of Hawaii

IFB OED-2014-09

Invitation-for-Bids for the Provision of Professional Legal
Services

Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email, fax or mail the form to the IFB Coordinator. The HPHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by interested bidders.

Issued July 23, 2014



NEIL ABERCROMBIE
GOVERNOR



HAKIM OUANSAFI
EXECUTIVE DIRECTOR

BARBARA E. ARASHIRO
EXECUTIVE ASSISTANT

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY
1002 NORTH SCHOOL STREET
HONOLULU, HAWAII 96817

Notice to Bidders
(Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) No. PMB-2014-09

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids for the **Provision of Professional Legal Services.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning Wednesday, July 23, 2014. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office no later than 3:00 p.m. Hawaii Standard Time (HST) on Monday, August 18, 2014. Public opening of bids will commence at 3:15 p.m. HST on Monday, August 18, 2014 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Conference at 9:00 a.m. HST on Friday, August 1, 2014 at the HPHA Building A Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. Teleconference arrangements may be available during the Pre-Bid Conference session upon request to the IFB Coordinator no later than 3:00 p.m. HST on Thursday, July 31, 2014. All interested bidders are strongly encouraged to attend the Pre-Bid Conference. There will not be a site visitation following the Pre-Bid Conference.

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Ms. Tammie Wong, IFB Coordinator at (808) 832-6090.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



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11.	Instructions to Offerors, Form HUD 5369-B	For Bidder's information
12.	Certification and Representations of Offerors, Form HUD 5369-C	Due August 18, 2014
13.	2014 and 2015 Hawaii State Government Observed Holidays	For Bidder's information

Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

This Invitation-For-Bids (IFB) is issued under the provisions of Chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development (HUD) regulations shall apply when the Contract executed includes an allocation of Federal funds. Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute admission of such knowledge.

II. IFB Organization

This IFB is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process
- Section 2 Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable)
- Section 3 Bid Offer Form and Instructions – Describes the required format and content for the bid
- Section 4 Bid Evaluation & Award – Describes how the bids will be evaluated by the State Contracting Office
- Section 5 Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this IFB. The contact information for the Contracting Office is as follows:

Hawaii Public Housing Authority
Contract & Procurement Office
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6038
Fax: (808) 832-6039

The designated IFB Coordinator for this solicitation is as follows:

Ms. Tammie Wong
Contract & Procurement Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. D
Honolulu, Hawaii 96817
Telephone: (808) 832-6090
Email: tammie.y.wong@hawaii.gov

The HPHA reserves the right to change the IFB Coordinator without notice.

The office responsible for monitoring the services performed under the Contract is the Planning and Evaluation Office. The designated Contract Administrator for this solicitation is as follows:

Mr. Benjamin Park
Planning and Evaluation Office
Hawaii Public Housing Authority
1002 North School Street, Bldg. E
Honolulu, Hawaii 96817
Telephone: (808) 832-4673

Any changes to the Contract Administrator or her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder.

IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	July 23, 2014
Distribution of Bid Specs/Bid Offer Form	July 23, 2014
Pre-Bid Conference	August 1, 2014
Written Questions Due to the HPHA	August 5, 2014
Written Responses Due from the HPHA	August 7, 2014
Bid Submittal Deadline	August 18, 2014 at 3:00 p.m. HST
Bid Opening	August 18, 2014 at 3:15 p.m. HST
Notice of Award	August 2014
Contract Execution	August/September 2014
Contract Start Date	Upon Issuance of Notice to Proceed

The HPHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds.

V. Pre-Bid Conference & Site Visitation

Interested bidders are strongly encouraged to attend the Pre-Bid Conference scheduled at 9:00 a.m. HST on Friday, August 1, 2014 located at the HPHA Building A Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. Teleconference arrangement may be available during the Pre-Bid Conference session upon request, please contact IFB Coordinator no later than 3:00 p.m. HST on Thursday, July 31, 2014 to request for teleconference arrangements. Attendance at the Pre-Bid Conference is not required in order to submit a bid offer. There will not be a site visitation following the Pre-Bid Conference.

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended as general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. Any changes required will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit written questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is 4:30 p.m. HST on Tuesday, August 5, 2014. All written questions will receive a written response from the HPHA. The HPHA's response to written questions will be sent to all registered interested bidders via mail, electronic mail, or facsimile no later than Thursday, August 7, 2014.

VII. Submission of Sealed Bids

A. Forms/Formats. The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2.

Bidders shall follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUDClips at www.hudclips.org and is attached in Section 5 of this IFB. See Attachments 11 and 12.

B. Bid Submittal. Sealed bids must be postmarked by United States Postal Service (USPS) or hand delivered to the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 no later than 3:00 p.m. HST on Monday, August 18, 2014. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the actual date and time received at the HPHA Central Files Office. Sealed bids post-marked or received after the designated bid due date and time shall be considered late and rejected. **Electronic mail or facsimile submissions of the Bid Offer shall not be accepted.**

Bids offers shall be submitted in a sealed envelope and properly identified as a sealed bid in response to this IFB (IFB No. OED-2014-09). Any bid documents not properly sealed or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

- C. **Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages. Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Bidder shall be obligated to notify his/her employees performing work under the Contract of the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice to this effect at the Successful Bidder's place of business in an area accessible to all employees.

- D. **Confidential Information.** If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to Chapter 92F, HRS, and is discoverable unless exempted by law. **Note that price is not considered confidential and shall not be withheld.**

VIII. Discussion with Bidders Prior to Bid Submission

Discussions may be conducted with potential bidders to promote understanding of the HPHA requirements.

IX. Opening of Bids

All bid documents shall be date and time stamped by the HPHA upon receipt of the bid documents at the designated location. Bid documents include bid offers, modifications to bids, and withdrawals of bid offers. All bid documents received shall be held in a secure place by the HPHA and shall not be opened and examined for evaluation purposes until after the bid opening. Procurement files shall be open to public inspection **after a**

Contract has been awarded and executed by all parties.

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 3:15 p.m. HST on Monday, August 18, 2014 at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA received a bid that was misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible, inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Bidders shall demonstrate that they have the necessary skills, abilities, knowledge, and experience for the delivery of the specified services. Bidders shall provide a listing of verifiable experience with Public Housing Authorities projects within the last five (5) years. The list shall identify the name of the Public Housing Authority, the nature and duration of the engagements, and primary accomplishments.

Bidders shall provide resumes of personnel to support relevant professional background/experience of staff to be assigned to this project if awarded.

XI. IFB Amendments

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. Interested bidders registered with the HPHA using the IFB Registration Form will be notified of all amendments through written communication which may include electronic mail, facsimile, or USPS.

XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bids may be rejected in whole or in part at the sole discretion of the HPHA when it is determined to be in the best interest of the State.

XIII. Costs for Bid Preparation

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Bidders shall agree that the HPHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

XIV. Modification of Bids

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice accompanying the actual modification received in the HPHA Central Files Office, stating that a modification to the bid is submitted.
- (2) A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA Central Files Office within two (2) working days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) working days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the HPHA Central Files Office no later than the established due date and time for receipt of bid offers.

Modified bid offers shall be submitted in a sealed envelope and properly identified as a modified sealed bid in response to this IFB.

XV. Withdrawal of Bids

Bids submitted may be withdrawn prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice received by the IFB Coordinator; or
- (2) A notice by facsimile machine or electronic mail to the IFB Coordinator.

XVI. Late Withdrawal and Late Modification

Any notice of withdrawal or notice of modification of a bid with the actual modification is considered late when received by the HPHA after the established due date and time.

A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the HPHA Procurement Officer.

XVII. Mistakes in Bids

While bidders are bound by their bids, circumstances may arise where a correction or

withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the STATE or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR and the HUD requirements pursuant to HUD Handbook 7460.8.

XVIII. Rejection of Bids

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and demonstrate an understanding of the service specifications. All bids offering terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the HPHA to be unreasonable in price, including the total bid price and unit prices.
2. Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted in a manner which alters the Bid Offer Form or does not conform to the format and instructions provided shall be determined non-responsive.

XIX. Notice of Award

An award, if made, shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest Total Weighted Hourly Rate. The Total Weighted Hourly Rate shall be the sum of the Weighted Hourly Rates for all personnel listed on the Bid Offer Form for the 36-month contract period as submitted on the Bid Offer Form. The Weighted Hourly Rate for each personnel is based on the Bid Price Per Hour multiplied by the Weight Allocation set by the HPHA for award selection purposes. See Attachment 2. The Bid Price Per Hour shall be inclusive of all labor, material, equipment, applicable taxes, and any other costs incurred in the performance of the Contract. A bidder shall submit a bid price for all personnel type and complete the Bid Offer Form in its entirety to be considered responsive; and

2. In the case of a tie, award shall be made to the current service provider provided that it is one of the tied bidders and whose performance under the current contract indicates that the current service provider is responsible. If the current service provider is not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

The Contract awarded resulting from this solicitation is subject to the approval of the Department of the Attorney General and other approvals as required by the statutes, regulations, rules, orders or other directives, including the approval of HUD.

Services shall not be undertaken by the Successful Bidder until upon receipt of the HPHA's issuance of the Notice to Proceed. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the date of the Notice to Proceed.

In accordance with section 3-122-112, Hawaii Administrative Rules (HAR), Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the HPHA. The general conditions of the Contract are attached and service specifications are included herein. See Attachments 9 and 10.

XX. Protests

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS;
2. A state purchasing agency's failure to follow rules established by Chapter 103D, HRS; or
3. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to HRS §103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the Head of the State Contracting Agency conducting the protested procurement and the Procurement Officer who is conducting the procurement. Delivery

services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

The notice to award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website:
<http://www.hawaii.gov/spo2/source/>.

Head of State Contracting Office		Procurement Officer	
Name:	Mr. Hakim Ouansafi	Name:	Mr. Rick T. Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

XXI. Availability of Funds

All bidders and the Successful Bidder is hereby notified that the award of a Contract and any subsequent Contract renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and is subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option periods due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for professional legal services with State funds allocated for other purposes.

XXII. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Contract Administrator. The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take corrective action as appropriate.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the HPHA.

XXIII. General and Special Conditions of Contract

The State and Federal General Conditions that will be imposed contractually are included as attachments. See Attachments 9 and 10. The State General Conditions may be found on the SPO website at www.spo.hawaii.gov.

The HPHA may also impose contractually any necessary special conditions deemed necessary. See Attachment 8. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make minor and/or major modifications to the quantity of items or reporting requirements arising from unforeseeable conditions.

XXIV. Cost Principles

The HPHA shall utilize standard cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the Federal and State laws.

(END OF SECTION)

Section 2

Specifications

Section 2

Specifications

I. Introduction

A. Purpose or need

The Hawaii State Legislature established the Hawaii Public Housing Authority (HPHA) under Chapter 356D, HRS. The HPHA is a public body and a body corporate and politic and is attached to the Department of Human Services for administrative purposes only. The HPHA's role is to address the housing needs of low income families of Hawaii.

The HPHA is soliciting for attorneys and/or law firms for the provision of professional legal services as it relates to U.S. Department of Housing and Urban Development (HUD) Programs, which includes, but not limited to the redevelopment, acquisition, and/or new construction of low income and or affordable housing, resolving issues related to Section 9(g)(3) of the United States Housing Act of 1937 ("Faircloth Amendment") and increase of operating subsidy, and the establishment of a non-profit arm or subsidiary to the HPHA. Legal representation shall include, without limitation, advice regarding organizational and project structure, negotiation of documents for loan and equity closings, as needed, the delivery of typical closing opinions (including organization, authority and enforceability), assistance in meeting due diligence requirements, and related matters.

The HPHA have identified Kuhio Park Terrace, Kuhio Homes, and Mayor Wright Homes for redevelopment. The primary goal is to upgrade and improve Kuhio Park Terrace, Kuhio Homes, and Mayor Wright Homes through the redevelopment and/or renovation of existing structures and establish a mixed income community. These redevelopment and/or renovation projects will introduce physical designs, unit configurations, and sustainable building materials that will integrate public housing into the surrounding neighborhood. The redevelopment projects may include renovations, upgrade of the interior and exterior finishes, demolitions, and reconstructions.

Kuhio Park Terrace and Kuhio Homes is a 18.69 acre public housing development located in Honolulu, Hawaii that is scheduled to be revitalized and modernized to improve the quality of life of its 2,500 residents. Currently, Phase I of the modernization has been completed for the two high rise towers at Kuhio Park Terrace.

Mayor Wright Homes is an approximately 15acre public housing development located in Honolulu, Hawaii that is scheduled to be revitalized and modernized to

improve the quality of life of its residents. The HPHA is currently in the process of engaging a developer to revitalize and redevelop Mayor Wright Homes.

The Kuhio Park Terrace, Kuhio Homes, and Mayor Wright Homes redevelopment project may include a mix of incomes, replacement of public housing units, affordable tax credit units and workforce/market rate units. As part of the program, private property management organization(s) will be responsible for operations and maintenance of the developments and compliance with applicable state and federal housing standards.

B. Area of Service

The Successful Bidder shall be required to certify that it is capable of providing professional legal services to assist the HPHA with the following during the Contract period:

1. Redevelopment, acquisition, and or new construction of low income and or affordable housing, including, without limitation, the redevelopment projects at Kuhio Park Terrace, Kuhio Homes, and Mayor Wright Homes;
2. Establishment of a non-profit arm or subsidiary to the HPHA;
3. Resolve issues related to Section 9(g)(3) of the United States Housing Act of 1937 ("Faircloth Amendment") and increase of operating subsidy; and
4. Other professional legal services related to HUD programs.

C. Funding source and period of availability

Funds are subject to appropriation by HUD, the State Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE to the HPHA.

It is understood that no award shall be binding unless the HPHA and/or the State Comptroller indicate that there is available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. All Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. The use of Federal funds may require the prior written approval of HUD.

If there should be insufficient funds for any portion of the remainder Contract period beyond the initial award amount within the 36-month period, the STATE may terminate the Contract or revise the amount/quantity of services required

without penalty. Services will be reduced or rescheduled at the same bid price.

The HPHA reserves the right to pay for the services rendered using available State and/or Federal funding sources. All additional services purchased under the terms of the Contract awarded resulting from this IFB shall be at the same accepted bid offer rates.

II. General Requirements

A. Qualifying requirements

1. The Successful Bidder shall be familiar with HUD programs and regulations.
2. The Successful Bidder shall have experience of at minimum three (3) similar types of HUD redevelopment projects within the past five (5) years.
3. The Successful Bidder shall comply with the Chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder for Federal properties shall also comply with applicable HUD rules at Handbook No. 2210.18.
4. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
5. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - a. Chapter 237, HRS, tax clearance;
 - b. Chapter 383, HRS, unemployment insurance;
 - c. Chapter 386, HRS, workers' compensation;
 - d. Chapter 392, HRS, temporary disability insurance;
 - e. Chapter 393, HRS, prepaid health care; and
 - f. One of the following:
 - i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a "Hawaii business" as follows:

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD

STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's status as sole proprietor or other business entity and its business street address indicated on the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawaii business; or

- ii. The Successful Bidder shall be registered to do business in the State of Hawaii as a "compliant non-Hawaii business" as follows:

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

4. Certifications of Eligibility

Bidders shall submit the following documents with their bid offer to the HPHA to demonstrate compliance with Federal and State laws:

- a. Tax Clearance, Form A-16;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these (paper) certificates at the various State and Federal agencies, the HPHA recommends that bidders use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC.

5. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder's officers, employees, agents or subcontractors.

6. Insurance Requirements

Within fifteen (15) days after award of the Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

<u>Coverage</u>	<u>Limit</u>
Commercial General Liability (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR Combined single limit of <u>\$2,000,000.00</u> .
Workers Compensation as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and (in case any sub-contractor fails to provide adequate similar protection for all his employees) to all employees of sub-contractors.
Professional Liability (Errors and Omissions)	<u>\$1,000,000.00</u> per occurrence and <u>\$3,000,000.00</u> annual aggregate.

To satisfy the minimum coverage limits required by the Contract, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General liability Insurance, Automobile Insurance, and Workers Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by the Contract shall contain the following clause:

“The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respect to operations performed for the State of Hawaii and HPHA under this Contract.”

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

Upon execution of the Contract, the Successful Bidder agrees to deposit with the HPHA, before the effective date of the Contract, valid certificate(s) of insurance necessary to satisfy the HPHA that the insurance provisions of the Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of the Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

The HPHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of and shall not contribute with insurance provided by the Successful Bidder.

The Successful Bidder shall provide written notice to the HPHA of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change.

7. No performance or payment bond is required.
8. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

9. Business Office

The Successful Bidder shall have a permanent office in the State where he/she conducts business and where he/she will be accessible to telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST for concerns or requests that need immediate attention. See Attachment 13 for 2014 and 2015 Hawaii State Government Observed Holidays. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

10. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

B. Type of Contract

- 1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 3 – 8. The stated requirements appearing elsewhere in this IFB shall be incorporated and shall become part of the terms and conditions of the Contract.

The Contract shall be on a reimbursement basis. All costs incurred must be supported by verifiable evidence that payment was made such as

timesheet records, invoices, receipts. Reimbursable costs include personnel and other direct project expenditures.

Personnel costs shall be billed to the HPHA at applicable accepted bid price per hour by type of personnel for services rendered.

Other reimbursable direct project expenditures include the following:

- a. Travel costs, which includes coach class airfare, per diem not to exceed \$50 per day per person, lodging not to exceed \$120 per day per person, and ground transportation (compact or sedan size rental car not to exceed \$60 per day and actual cost of taxi/cab);
- b. Photocopy costs; and
- c. Courier service costs (i.e. Federal Express, U.S. Postal Services).

The Successful Bidder shall obtain prior approval from the HPHA for reimbursable costs not listed above or deviation from the rates listed above.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the HPHA. The Successful Bidder's bid offer shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the HPHA a Contract in the form included in this IFB and in such number of copies as required by the HPHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligations and liabilities under the Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in a Corporate Resolution.

4. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications in this IFB shall include all amendments thereto effective as of the date of this IFB.

5. Bonds

No performance or payment bond is required.

C. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

D. Single or multi-term contracts to be awarded

☐ Single term (\leq 12 mos) ☒ Multi-term ($>$ 12 mos)

Initial term of contract:	36 months
Length of each extension:	Not Applicable
Maximum length of contract:	36 months

The Contract shall be executed for a 36-month period upon the State's issuance of a Notice to Proceed.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder is solely responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

E. Statutory requirements of section 103-55, HRS

Bidders shall complete and submit the attached Wage Certification by which the Bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

Bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wage rates to public employees performing similar

work during the Contract period, the Successful Bidder will be obligated to provide wages no less than those increased wages.

F. Bid Price

Bidders shall submit the Bid Price Per Hour for each type of personnel listed on the Bid Offer Form regardless if the bidder currently have such a position. The Bid Price Per Hour for each type of personnel shall be firm for the duration of the 36-month contract period and it shall be the all-inclusive cost to the HPHA, including all personnel, overhead costs, applicable taxes, for providing the services specified.

The bidder's Bid Price Per Hour shall also include all administrative, personnel and all other associated cost increases for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The HPHA have assigned a weight allocation to each type of personnel to determine the Total Weighted Hourly Rate calculation, which is used for evaluation and contract award purposes. The Total Weighted Hourly Rate shall be the sum of the Weighted Hourly Rates for all personnel listed on the Bid Offer Form. The Weighted Hourly Rate for each personnel is based on the Bid Price Per Hour multiplied by the weight allocation. See Attachment 2.

Award shall be made to the responsible and responsive bidder submitting the lowest Total Weighted Hourly Rate.

The HPHA is not responsible for and shall not pay overtime resulting from the Successful Bidder's scheduling of employees. Bidders should account for any published wage increase in their bid offer. The HPHA shall not approve requests for contract adjustments due to wage increase during the term of the contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

In return for the bid price(s) submitted, the HPHA will purchase all required professional legal services herein from the Successful Bidder. However, an exception to this commitment may be granted by the Procurement Officer upon written notice to the Successful Bidder provided that the quality level or product design is not suitable for the HPHA's purpose.

The HPHA estimates the unit of services required under the resulting Contract is between 1,000 to 3,000 hours. The initial Contract amount shall be for 1,000 hours calculated using the Total Weighted Hourly Rate. The contract amount shall be increased by the execution of a Supplemental Contract(s), not to exceed the value of 3,000 hours calculated using the Total Weighted Hourly Rate as

appropriate and deemed to be in the best interest of the HPHA. The execution of Supplemental Contract(s) to increase units of services and Contract value is at the sole discretion of the HPHA. The HPHA does not guarantee the actual units of services to be purchased. For this reason, bidders are encouraged to consider the appropriate staffing level necessary to provide the specified services to the HPHA to avoid financial/staffing hardships should a contract be awarded.

G. Contract Price Adjustment

Each bid offered herein shall be firm for the contract period.

III. CONTRACT MONITORING & REMEDIES

A. Monitoring

1. The satisfactory provision of goods and services shall be monitored by the Contract Administrator and his/her designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Bidder for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. Should the Successful Bidder continues to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to assess the Successful Bidder directly.
4. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation-for-Bids and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from monies due or that may thereafter become due to the Successful Bidder; such costs may include the HPHA's cost of procuring such services. In the event that money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

B. Termination

The HPHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

IV. SCOPE OF WORK

A. Management Requirements

The Successful Bidder shall:

1. Exercise best professional judgment in furnishing legal services as it relates to U.S. Department of Housing and Urban Development (HUD) Programs, which includes, but not limited to:
 - a. Redevelopment of Kuhio Park Terrace, Kuhio Homes and Mayor Wright Homes.
 - i. Provide legal services with respect to negotiations, preparation and review of all debt financing documents and development agreements.
 - ii. Prepare the necessary legal opinion regarding best partnership structures to secure the HPHA assets.
 - iii. Review all HUD submission documents, which may include Mixed-finance ACC Amendment with Rider and Exhibits, Declaration of Restrictive Covenants; Regulatory and Operating Agreement and as needed, documents, certifications and opinions of project.
 - iv. Advise on property title work and related real estate services.
 - v. Prepare and/or review related documents such as appraisal, survey, title insurance, deed, easements.
 - vi. Provide legal assistance with respect to all HUD financing related issues.
 - vii. Participate in meetings and contract negotiations.
 - viii. Collaborate with the HPHA Board of Directors, staff, designated State Deputy Attorney General(s), and the HPHA developer.

- ix. Available for legal support with respect to all possible issues and documentary requirements related to the redevelopment of Kuhio Park Terrace, Kuhio Homes, and Mayor Wright Homes.
 - x. Provide legal assistance with reviewing contracts and documents related to energy savings performance contracting.
 - xi. Review all closing documents and prepare all HPHA closing documents and provide opinions as needed.
- b. Redevelopment, acquisition, and or new construction of low income and or affordable housing.
 - c. Resolve issues related to Section 9(g)(3) of the United States Housing Act of 1937 ("Faircloth Amendment") and increase of operating subsidy.
 - d. Establishment of a non-profit arm or subsidiary to the HPHA.
- 2. Adhere to the HPHA timelines in accomplishing the aforementioned projects and shall be capable of managing the projects concurrently.
 - 3. Obtain final approval from the HPHA and/or the Attorney General's Office, or their designee on all documents including the master development agreement.
 - 4. Be required to participate in project status meetings every two weeks with the STATE and the Attorney General's Office, or on an as-needed basis. The meeting day and time shall be specified by the STATE.
 - 5. Correct performance issues within (5) working days upon receipt of notification issued by the Contract Administrator to avoid delays in invoice payments.

B. Personnel Requirements

The Successful Bidder shall:

- 1. Ensure that all personnel meet the minimum qualifications, including licensing and experience requirements as appropriate.
- 2. Maintain and implement a plan to ensure minimal disruption of services due to staff turnovers, vacancies, vacation, or other personnel changes.

3. Be solely responsible for the behavior and conduct of their employees or agents on the HPHA property and shall instruct personnel to fully cooperate with the Contract Administrator.
4. Agree to remove any of his employees from providing services to the HPHA upon written request by the Contract Administrator.

C. Administrative Requirements

1. Administrative Policies

The Successful Bidder shall maintain its own written policies, at a minimum, addressing the following:

- a. Drug Free Workplace Policy;
- b. Sexual Harassment Awareness in the Workplace Policy;
- c. Non-Violence in the Workplace Policy;
- d. Standards of Conduct;
- e. Fair Housing; and
- f. Americans with Disabilities Act.

The Successful Bidder shall maintain evidence that all staff were adequately informed of their requirements and obtain their agreement to comply with the said policies. The Successful Bidder shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

The Successful Bidder further agrees and shall include in its administrative policy that it does not and shall not discriminate against any employee or applicant for employment.

Such action shall include, without limitation, to the following:

- a. Employment, upgrading, demotion, or transfer;
- b. Recruitment or recruitment advertising;
- c. Layoff or termination;
- d. Rates of pay or other forms of compensation; and
- e. Selection for training, including apprenticeship.

The Successful Bidder shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964; said regulations set forth in 24, CFR, Subtitle A, Part I.I et seq.

2. Payment

The HPHA shall reimburse the Successful Bidder for personnel costs at the accepted bid price per hour for the specific type of personnel that rendered the services.

Other reimbursable direct project expenditures include the following:

- a. Travel costs, which includes coach class airfare, per diem not to exceed \$50 per person per day, lodging not to exceed \$120 per person per day, and ground transportation (compact or sedan size rental car not to exceed \$60 per day and actual cost of taxi/cab fare);
- b. Reproduction/Photocopy costs; and
- c. Courier service costs (i.e. Federal Express, U.S. Postal Services).

Reimbursement shall be based on actual costs incurred and is limited to the specified rates above; The CONTRATOR shall be responsible for costs exceeding the allowable reimbursable rates should the actual cost exceed the rates listed above. The CONTRACTOR shall obtain prior written approval from the HPHA for reimbursable costs not listed above or to request for deviation from the requirements and rates listed above.

Other reimbursable direct project expenditures are not part of the bid and the resulting contract price; the reimbursement of direct project expenditures shall be processed through a purchase order.

All reimbursement claims shall be subject to the following:

- (1). Pursuant to section 103-10, HRS, the HPHA shall have thirty (30) calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate that thirty (30) day payment period. For the purposes of this paragraph, the Contractor's invoice date shall not be considered.

For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring

interest payments greater than that allowed by section 103-10, HRS, as amended.

- (2). The Successful Bidder shall submit an original itemized invoice along with receipts for the reimbursable expenditures for services rendered on a monthly basis to:

Hawaii Public Housing Authority
Office of the Executive Director
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

The aging date of the invoice shall be the date received by the HPHA.

- (3). Invoice for the month of June shall be submitted to the HPHA by the 30th of June for payment processing in order to comply with the HPHA's fiscal year-end close out processes.
- (4). All invoices shall reference the Contract number assigned to the Contract. Payment shall be processed in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Bidder has satisfactorily provided the goods and services specified.
- (5). Payment shall be made on the basis of actual services rendered and expenditures incurred by the Successful Bidder. The Successful Bidder shall submit monthly itemized invoices for payment detailing the dates and units of services, type(s) of personnel, related subject matter, and reimbursable expenditures along with applicable receipts.
- (6). The HPHA shall retain five percent (5%) of the amount due for each monthly billing as the withholding until final settlement of the Contract. Requests for payments shall detail the gross amount requested, the withholding amount and the net amount due to the Successful Bidder.
- (7). For final payment, the Successful Bidder must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). A copy of Form SPO-22 is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS link. An original tax clearance certificate, not over two months old, with an original green certified copy stamp, and Form SPO-22 must accompany the

invoice for final payment. A valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance, is acceptable.

Section 3
Bid Offer Form and Instructions

Section 3

Bid Offer Form and Instructions

General Instructions for Completing Bid Offer Form

- *Bid offers shall be submitted to the HPHA in the prescribed form outlined in this IFB.*
- *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- *A written response is required for each line item unless indicated otherwise.*

I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the HPHA by the required due date and time and in the form prescribed by the HPHA. See Attachment 2. **Email and facsimile transmissions shall not be accepted.**

Bidders are reminded to submit the following certifications and documentations along with the Bid Offer Form.

- A. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
- B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
- C. Hawaii State Tax Clearance Certificate;
- D. Federal Tax Clearance Certificate;
- E. Wage Certificate;
- F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder; and
- G. Resumes of staff to be assigned to the resulting Contract should the bidder be awarded.

In lieu of providing separate certificates for items A, B, C, and D above, bidders may register via Hawaii Compliance Express (HCE), an online application at <http://vendors.ehawaii.gov/hce/> and submit the HCE Certificate of Vendor Compliance instead.

Bidders are responsible to review the Specifications, General Conditions, and Special Conditions carefully. Submission of a bid offer shall be regarded as the bidder's

assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The HPHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions and Special Conditions. Bid offers that are conditioned upon changes or exceptions shall be automatically rejected.

Submission of a bid offer shall also be regarded as a bidder's assurance that he/she is willing and able to begin services effective upon the State's issuance of a Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective upon the State's issuance of a Notice to Proceed.

Bidders shall submit their bid offer under the bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The bidder's authorized signature shall be an original signature in ink. If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected.

The successful bid shall be the lowest responsive and responsible Total Weighted Hourly Rate, which is the sum of the Weighted Hourly Rates, calculated using the Bid Price Per Hour for each type of personnel multiplied by the Weight Allocation for each type of personnel.

Bidders shall also provide the minimum billable unit of services and each billable increment of units of service for all personnel.

A bid security deposit is not required for this IFB. The Bid Offer Form is attached to this IFB as Attachment 2. See Attachment 2.

II. HUD Forms

A. Instructions to Offerors Non-Construction, form HUD 5369-B

The form HUD 5369-B is provided for bidder's information and reference. Form HUD 5369-B is attached and can also be found at www.hudclips.org. See Attachment 11.

B. Certification and Representations of Offerors, form HUD 5369-C

The form HUD 5369-C must be completed and submitted to the HPHA with the Bid Offer Form by the required due date and time, and in the form prescribed by the State Contracting Office. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is attached and can also be found at www.hudclips.org. See Attachment 12.

C. General Conditions, Form 5370-C

The form HUD 5370-C is provided for bidder's information and reference. See Attachment 10.

The General Conditions, Form 5370-C shall be incorporated into the Contract with the Successful Bidder.

III. General Conditions

The State General Conditions, AG-008 103D General Conditions are attached for bidder's review and information. See Attachment 9.

The AG-008 103D General Conditions shall be incorporated into the Contract with the Successful Bidder.

(END OF SECTION)

Section 4
Bid Evaluation & Award

Section 4

Bid Evaluation & Award

I. Bid Evaluation

All bid offers received by the due date and time will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the IFB, shall be known as a “responsible bid.” Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods or services, shall be known as a “responsive bid.”

II. Method of Award

Award shall be made to the responsible and responsive bidder providing the lowest Total Weighted Hourly Rate for the 36-month period. To be considered a responsive bid and eligible for award, the bidder must submit a bid price for all personnel listed on the Bid Offer Form.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The HPHA may re-solicit or conduct an alternative procurement method for the services.

The lowest bid must conform to all requirements of the IFB in order to be determined responsive.

Section 5

Attachments

- | | | |
|-----|---|--------------------------|
| 1. | Wage Certificate | Due August 18, 2014 |
| 2. | Bid Offer Form | Due August 18, 2014 |
| 3. | Sample Contract Based on Competitive Sealed Bids for Goods and Services (6/22/2009) | For Bidder's information |
| 4. | Sample – Attachment S1, Scope of Services | For Bidder's information |
| 5. | Sample – Attachment S2, Compensation and Payment Schedule | For Bidder's information |
| 6. | Sample – Attachment S3, Time of Performance | For Bidder's information |
| 7. | Sample – Attachment S4, Certificate of Exemption from Civil Service | For Bidder's information |
| 8. | Sample – Attachment S5, Special Conditions | For Bidder's information |
| 9. | General Conditions, AG-008 103D General Conditions | For Bidder's information |
| 10. | General Conditions, Federal form HUD 5370-C | For Bidder's information |
| 11. | Instructions to Offerors, form HUD 5369-B | For Bidder's information |
| 12. | Certification and Representations of Offerors, Form HUD 5369-C | Due August 18, 2014 |
| 13. | 2014 and 2015 Hawaii State Government Observed Holidays | For Bidder's information |

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